

SHIMOGA FOREST DIVISION.

Abstract Notification dated 2nd June 1939.

The attention of the public is invited to the detailed notification of date, regarding the auction sale of the right of collecting daily grazing fees on cattle passing through Agumbe Toll-gate, Agumbe Range, during the year 1939-40, published on page 1095, Part VI of the *Mysore Gazette*, dated 8th June 1939.

The sale will be held at Agumbe T. B. at 2 P.M. on 26th June 1939 by the District Forest Officer or any other officer deputed by him.

Abstract Notification dated 2nd June 1939.

The attention of the public is invited to the detailed notification of date, regarding the sale of the right of grazing in the Plantations, etc., Shimoga, during the grazing season of 1939-40, published on page 1096, Part VI of the *Mysore Gazette*, dated 8th June 1939.

The sale will be held in the Government Saw Mills, Shimoga by the District Forest Officer or any other officer deputed by him at 3 P.M. on Monday the 26th June 1939.

Abstract Notification dated 2nd June 1939.

The attention of the public is invited to the detailed notification of date, regarding the auction sale of the right of collecting Toll at Hanagere, Hanagere Range of this Division for the official year 1939-40, published on pages 1096-1097, Part VI of the *Mysore Gazette*, dated 8th June 1939.

The sale will be conducted by the Range Officer, Hanagere at Sirigere, on Monday the 26th June 1939 at 3 P.M.

Abstract Notification dated 7th June 1939.

The attention of the public is invited to the detailed Notification of date relating to the auction sale of the right of collecting and removing canes from Agumbe and Balehalli State Forests of Agumbe Range during the year 1939-40, published in the *Mysore Gazette*, dated 15th June 1939, page 1127 of Part VI.

The sale will be held at Agumbe Travellers' Bungalow on 26th June 1939, at 4 P.M.

Abstract Notification dated 8th June 1939.

The attention of the public is invited to the detailed notification of date regarding auction sale of timber fixed for the 26th June 1939, in Agumbe Range, published on pages 1128-1129, Part VI of the *Mysore Gazette*, dated 15th June 1939.

B. P. RAMAKRISHNAN,
District Forest Officer.

SAGAR FOREST DIVISION.

Abstract Notification dated 5th June 1939.

The attention of the public is invited to the detailed Notification published on pages 1129-30, of Part VI of the *Mysore Gazette*, dated 15th June 1939 regarding the calling of tenders for the preparation and carting of charcoal to the Mysore Iron and Steel Works, Bhadravati, during 1939-40. The last date for the receipt of tenders is 26th June 1939.

N.B.—The rates quoted by the tenderers should be inclusive of the cost of bags, to be purchased by them from Mysore Iron and Steel Works, Bhadravati.

N. VENKATARAMAIA,
District Forest Officer.

BHADRAVATI DIVISION.

Notification dated 12th June 1939.

Sealed tenders will be received at the Office of the District Forest Officer, Bhadravati Division, Bhadravati, up to 4 P.M., on 10th July 1939, for uprooting, collecting and rough dressing dead sandalwood

and ground-hidden roots in the undermentioned Ranges of this Division and carting the same to the Sandal Kotis during the year 1939-40 as detailed hereunder :—

Serial No.	Name of Range	Approximate quantity to be collected and carted	Where to be carted
		Tons	
1	Tarikere	120	Tarikere Koti
2	Channagiri	50	Do
3	Narasimharajpura	30	Do
4	Lakkavalli	30	Do

1. The contract will be for twelve months ending with 30th June 1940.
2. Tenders may be submitted either separately for each Range or for any number of ranges together and should specify the rate per ton offered separately for sandalwood and separately for ground-hidden roots, delivery at the Koti.
3. Each tender must be accompanied by a deposit of Rs. 50 (Rupees fifty) for each range in currency notes as earnest money, in default of which the tender will be rejected. Covers containing the tender should be addressed to the District Forest Officer, Bhadravati Division, Bhadravati, duly registered, insured and superscribed "*Tender for the collection and carting of sandalwood and ground-hidden roots.*"
4. The final acceptance of any tender will rest with the District Forest Officer, who does not bind himself to accept the highest or any tender and to assign any reason whatsoever for rejecting the same.
5. The acceptance of any tender will be duly communicated to the successful tenderer and the earnest money of other tenderers will be returned to them.
6. The successful tenderer shall execute a bond on a proper stamped paper embodying terms enumerated here below within a week of the receipt of the orders and shall deposit in Government Savings Bank a sum of Rs. 200 as earnest money for the due fulfilment of the terms of the contract. The deposit referred to here shall also include the earnest money referred to in para 3 *supra*, failing which the initial deposit shall be forfeited to Government and the contract cancelled.

Conditions.

- (a) The collection of dead sandalwood and ground-hidden roots shall be extended to all State Forests, District Forests, Amrut Mahal Kavals, assessed and unassessed Government waste lands and to such of Inam, Jodi, Kayamgutta and Sarvamanya villages as of which the holders are not entitled to the sandalwood either by sannads or judicial decrees.
- (b) With regard to the removal of sandalwood from private holdings, only such of the trees as have been marked by the departmental subordinates shall be removed with the previous written permission of the Range Officer.
- (c) The collection shall be confined to dead, fallen and decaying sandal trees and to ground hidden roots. On no account shall green and mature trees be uprooted. Axes should not, as far as possible, be used in the uprootal and rough preparation of sandalwood.
- (d) The sandalwood uprooted shall be roughly dressed in the jungle leaving a thin layer of less than half an inch of whitewood and shall be carted to the koti. Each consignment to the Koti shall be covered by a passport issued by the departmental subordinates.
- (e) The contractor shall further bind himself to collect and cart two-thirds of the contracted quantity before the end of December 1939 and the balance by the 15th June 1940. The contract should not be sublet.
- (f) The successful tenderer shall see that no injury is caused to the State Forests or property situated therein in the course of his operations and in the event of any such thing occurring through his negligence or of his men, he shall be made liable as per departmental rules and that a list of coolies employed will be furnished to the Ranger and that no person should remain in any State Forest either before sunrise or after sunset.
- (g) Should the collection and carting of sandalwood to the koti be found unsatisfactory, the District Forest Officer will immediately cancel the contract and shall make other arrangements for working out the contracted quantity at the risk of the contractor and the contractor shall be responsible for the safety of all the removed sandalwood.
- (h) For the breach of any or all of the above conditions the contractor shall forfeit the earnest money referred to in para 6 *supra* and portion of moneys due to him for collection and carting of sandalwood made and not disbursed.
- (i) Payment of charges shall be made as per procedure now in practice upon the sandalwood and ground-hidden roots received in the koti and duly weighed out there and for which koti receipt is produced.

Notification dated 14th June 1939.

It is hereby notified for general information that the exclusive right of collecting Tupra leaves on all Government unoccupied lands, Amrit Mahal Kavals, State Forests, Reserved Lands and Plantations for 1936-39, will be sold talukwar at the places mentioned below, on the dates noted against them :—

Taluk	Place of sale	Date of sale	Name of Officer conducting the sale
Tarikere Taluk	Forest Range Officer, Tarikere.	17th July 1939	Forest Range Officer, Tarikere.
Channagiri Taluk	Forest Range Officer, Channagiri.	19th July 1939	Forest Range Officer, Channagiri.
Narasimharajapura Sub-Taluk.	Forest Range Officer, Narasimharajapura.	21st July 1939	Forest Range Officer, Narasimharajapura.

N.B.—(a) Government have reserved their power of issuing individual licenses for *bona fide* local consumers free or otherwise.

(b) Excludes the produce of Inam, Jodi, Kayamgutta, Sarvamanya and other lands which are in the occupancy of private individuals as well as village forests.

1. The auction sale will commence at 3 P.M., and if it is not concluded on the same day, it will be continued on the following day.

2. Defaulters on account of previous leases will not be permitted to bid.

3. Intending bidders must be in possession of a certificate from the Amildar of the taluk in which they reside, vouching for their solvency. No person will be allowed to bid in the absence of such a certificate.

4. No person will be allowed to bid unless he has deposited with the Officer holding the sale, a sum of Rs. 25 which must be deposited in the form of currency notes. The deposits of unsuccessful bidders will be returned immediately after the sale.

5. The exclusive right of collecting and removing the produce above described will be disposed of to the highest bidder, subject to the confirmation of the District Forest Officer, or the Conservator of Forests, as the case may be, who, at his discretion, may accept or reject the highest or any other bid without assigning any reason therefor.

6. The successful bidder shall, at the close of the sale, credit into Government treasury one-fourth sale amount including the deposit already made together with local cess at one anna per rupee, and education and railway cess at six pies each per rupee on the full sale amount and the balance amount within fifteen days of the intimation of the confirmation of the sale. In default, the deposit will be forfeited and the right resold. Such resale will be at the risk of the defaulting purchaser who will be liable to make good any loss that may result to Government by it, but will not participate in any profit accruing therefrom.

N.B.—If the deficit be not paid, it will be recovered as a revenue demand.

7. If the sale is not confirmed, the amount paid will be refunded.

8. The accepted bidder shall execute an agreement within fifteen days of the intimation of the confirmation of the sale binding himself to observe the conditions hereunder mentioned, duly furnishing a security deposit equal to one-fourth of the sale amount. In default, the acceptance of the bid will be revoked, the money already paid forfeited and the right resold.

Further conditions to be entered in the agreement are :—

(a) The lessee shall hold himself responsible for the cutting or injuring of any other trees on the plea of collecting the produce. The lessee shall be held personally responsible for the acts of his agents or servants.

(b) The lessee shall furnish a list of sub-contractors, agents or servants who may be appointed by him for the collection of the produce.

(c) The lessee shall work out the lease himself and not transfer or sublet it to others without the previous sanction of the District Forest Officer or the Conservator of Forests.

(d) The coolies employed by the lessee must take permission from the Range Officer before they enter State Forests.

(e) The lessee shall keep and render accounts every month to the District Forest Officer of the produce collected and removed by him or his agents during the month. His accounts will be liable for the inspection of the Conservator of Forests or the District Forest Officer or by any other officer deputed by either of them.

The lessee shall be considered a wholesale dealer for the collection and export of leaves and shall not interfere with licenses issued by the Department for small quantities of leaves to *bona fide* local beedi manufacturers vide G. O. No. I. C. 1059-68—Ft. 26-23-6, dated 31st August 1923 and G. O. No. 8079-89—Ft. 314-26-2, dated 21st March 1927, regarding free removals of head, loads.

(f) The lessee, his agents or servants shall render all possible help in preventing the occurrence of fires in forests, in which he or they may be working and render prompt assistance in extinguishing such fires as may break out accidentally.

- (g) The lessee shall remove out of the limits of the taluk all produce collected and sold under the terms of the lease, before the close of the period of contract.
- (h) Neither the lessee nor his servants shall enter the State Forest, either before sunrise or after sunset.
9. In the event of the breach of any of the above conditions, the lease will be liable to be cancelled, deposit forfeited and the lessee fined to the extent of Rs. 100 which will be recovered as an arrear of revenue demand.
10. Interest at $6\frac{1}{4}$ per cent will be levied on all belated payments.

M. G. VENKATA RAO,
District Forest Officer.

KADUR FOREST DIVISION.

Notification dated 15th June 1939.

Tenders will be received by the District Forest Officer, Kadur Division, at the District Forest Office, Chikmagalur, up to 4 P.M. on the 10th July 1939, for the carting of prepared Sandalwood from the Chikmagalur Sandal Koti to the Railway Station at Kadur, for despatch to the Sandal Oil Factory.

N.B.—(i) The approximate quantity of wood to be carted is 200 tons which may be increased or decreased at the discretion of the District Forest Officer.

(ii) Carting includes weighing out the Sandalwood intended for despatch, collecting billets and chiltas, etc., and loading them into carts, unloading these from carts at Kadur Railway Station and packing them in the Railway wagons.

(iii) In the case of chiltas, it also includes preparation of double bags, filling chiltas in bags, purchase of twine and needle and duly stitching afterwards.

2. Tenders should be registered, insured and superscribed as "Tender for the carting of Sandalwood from the Chikmagalur Sandal Koti to the Railway Station, Kadur, and loading the same into wagons at the Railway Station." The tender should be accompanied by a deposit of Rs. 50 (rupees fifty) in currency notes. The rates to be quoted should be per ton of wood.

3. The final acceptance of any tender vests with the Conservator of Forests, who may accept or reject any tender without assigning any reason therefor.

4. Within fifteen days from the date of intimation of acceptance, the successful tenderer, shall furnish Rs. 200, including the initial deposit noted in para 1 above, in the Mysore Government Savings Bank Account, duly pledged in favour of the District Forest Officer, and execute an agreement with surety or sureties or a solvency certificate as demanded by the District Forest Officer binding himself to observe the following conditions.

Conditions.

- (a) That he will be ever ready during the period of contract, to provide the required number of carts for the despatch of sandalwood whenever called upon.
- (b) That in case of failure on his part to furnish the required number of carts at the required time, the officer in charge of the Koti may make his own arrangements for the despatch of wood, making the contractor liable to pay up the extra cost, if any, that may have to be incurred on this account. But in the case of any savings, the contractor will be debarred from laying any claim to them. Besides, the contractor will also be liable for cancellation due to such default at the discretion of the District Forest Officer and his orders will be final in this respect.
- (c) That the loading and unloading should be so done as not to give room for any leakages of or damages to this valuable commodity and in either case, the contractor will be liable to the Department for the loss so sustained, the assessment in regard to which will be by the District Forest Officer whose orders shall be final in this regard.
- (d) The loaded carts will leave the Koti at the same time and move on in one batch under the supervision of the Departmental subordinates to be deputed to guard the consignment.
- (e) That the cartmen should not smoke, either in the Koti or while the sandalwood is under transit, and that in case of danger to the sandalwood by fire, the contractor will be liable to the Department for damages which may be estimated as fair by the District Forest Officer whose decision in the matter will be final.
- (f) That his coolies and cartmen will submit to the disciplinary measure that may have to be enforced by the Koti Officer during the working hours.
- (g) That for failure to fulfil all or any of the foregoing conditions, the contractor may be held liable for such fine as the District Forest Officer, at his discretion, may levy apart from the forfeiting of the earnest deposit to Government.